

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

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2-157A001

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May 29, 1992

JUN 5 1992 - 9:50 AM

JUN 5 1992 - 9:50 AM

INTERSTATE COMMERCE COMMISSION

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BARBARA A. SPRUNG
ASSISTANT GENERAL ATTORNEY

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978, between each of Southern Pacific Transportation Company, CoreStates Bank, N.A., Assignee, Greenville Steel Car Company, PACCAR Inc., Pullman Incorporated (Pullman Standard Division), and Thrall Car Manufacturing Company, Builders

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four fully executed counterparts of a Twelfth, Thirteenth, Fourteenth and Fifteenth Supplemental Agreement, and its respective Assignment and Transfer of Certain Road Equipment, each dated as of May 1, 1992, between Southern Pacific Transportation Company and CoreStates Bank, N.A. amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978. The enclosed documents are secondary documents, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of August 1, 1978, between each of Southern Pacific Transportation Company

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("SPTCo"), General Electric Company ("GEC"), GeneralMotors Corporation (Electro-Motive Division) ("GMC EMD"), Greenville Steel Car Company ("Greenville"), PACCAR Inc. ("PACCAR"), Portec, Inc. (Paragon Division) ("Portec"), Pullman Incorporated (Pullman Standard Division) ("Pullman"), and Thrall Car Manufacturing Company ("Thrall"), recorded on August 25, 1978 at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between SPTCo, CoreStates Bank, N.A. ("CoreStates"), and Thrall, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between SPTCo, CoreStates, and Thrall, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, between SPTCo, CoreStates, and PACCAR, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Greenville, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates, and Thrall, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G;

Third Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and GEC, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-H;

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Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-I;

Fourth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and GMC EMD, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-J;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-K;

Fifth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates, and Greenville, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-L;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-M;

Sixth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Greenville, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-N;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-O;

Seventh Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and PACCAR, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-P;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-Q;

Eighth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Pullman, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-R;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-S;

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Ninth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates, and Thrall, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-T;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-U;

Tenth Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and GMC EMD, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-V;

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-W;

Eleventh Supplemental Agreement dated as of March 1, 1992, between SPTCo, CoreStates, and Greenville, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-X; and

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on April 7, 1992, at 1:05 PM, assigned Recordation No. 9654-Y.

In connection with the recording of the Supplemental Agreements and Assignments and Transfers, each dated as of May 1, 1992, to the Conditional Sale Agreement dated as of August 1, 1978, the following information is set forth:

Name and Address of Agent - Assignee:

CoreStates Bank, N.A.
510 Walnut Street
Philadelphia, Pennsylvania 19106

Name and Address of Vendee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

A description of the railroad equipment covered by each Supplemental Agreement and Assignment and Transfer is set forth below:

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Twelfth Supplemental Agreement:

See Attachment A attached thereto

Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
6	70-ton Box Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SP and numbered 248134, 248138, 248149, 248162, 248190, and 248199.

Thirteenth Supplemental Agreement:

See Attachment A attached thereto

Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; FMC Corporation, builder; lettered SP and numbered 246414.
1	100-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 690433.

Fourteenth Supplemental Agreement:

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 698465 (GRIP Date - July, 1980).

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Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; Pullman, Incorporated (Pullman Standard Division), builder; lettered SP and numbered 248134.

Fifteenth Supplemental Agreement:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 7334 (GRIP Date - November, 1980).

Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 6313.

Also enclosed is a check in the amount of \$128 to cover the required recordation fees.

When the recording of the Supplemental Agreements and Assignments and Transfers have been completed, will you please endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index follows:

Twelfth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering five box cars; and Assignment and

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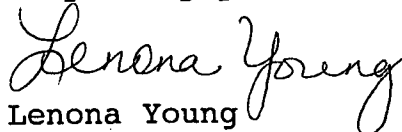
Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering six box cars.

Thirteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering two box cars; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering two box cars.

Fourteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering a box car; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering a box car.

Fifteenth Supplemental Agreement dated as of May 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering a diesel locomotive; and Assignment and Transfer of Certain Road Equipment dated as of May 1, 1992, between SPT and CoreStates covering a diesel locomotive.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

FOURTEENTH
SUPPLEMENTAL AGREEMENT

9654 AD
JUN 5 1992 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

THIS FOURTEENTH SUPPLEMENTAL AGREEMENT, dated as of May 1, 1992, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and CORESTATES BANK, N.A., a national banking association organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania (said Bank hereinafter called the "Assignee"), with a principal office and place of business at 510 Walnut Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of August, 1978.

WITNESSETH

WHEREAS, Pullman, Incorporated (Pullman Standard Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and the Company have entered into a Conditional Sale Agreement dated as of August 1, 1978 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest

to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of August 1, 1978 (hereinafter called "Assignment") between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on August 25, 1978, and assigned Recordation No. 9654; and

WHEREAS, a certain box car (hereinafter called "Unsuitable Equipment") comprising said Equipment has become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Unsuitable Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
1	70-ton Box Car; PACCAR Inc., builder; lettered SP and numbered 698465 (GRIP Date - July, 1980)

The Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Fourteenth Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

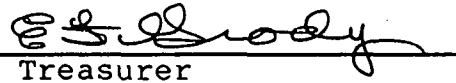
4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The Fourteenth Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Fourteenth Supplemental Agreement is dated for convenience as of May 1, 1992, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

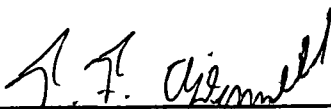
IN WITNESS WHEREOF, the parties hereto have caused this
Fourteenth Supplemental Agreement to be duly executed as of the
date first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

BY


Treasurer

Attest:

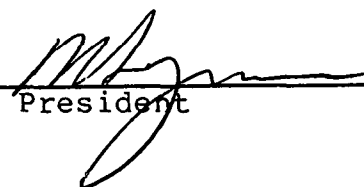

Secretary

CORESTATES BANK, N.A., as Agent

BY


Corporate Trust Officer

Attest:


Vice President

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO) ss.

On this 13th day of May, 1992, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lerona Young-Rusconi
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
CITY AND COUNTY OF PHILADELPHIA) ss.

On this 20th day of May, 1992, before me personally appeared CATHY WIEDECKE, to me personally known, who being by me duly sworn, says that she is Corporate Trust Officer of CORESTATES BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said bank; and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Lynne N. Collins
Notary Public

